

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.,)	
Plaintiff,)	
v.)	CIVIL ACTION NO. 05-10979-DPW
L&L TEMPORARIES, INC., ET AL.,)	
Defendants.)	
<hr/>		
FLEXIBLE FUNDING, LLC,)	
Plaintiff,)	
v.)	CIVIL ACTION No. 05-12071-DPW
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.,)	
Defendant and Third-Party Plaintiff,)	
v.)	
L&L TEMPORARIES, INC. and SUSAN YERDON,)	
Third-Party Defendants.)	

APPLICATION FOR JUDGMENT BY DEFAULT

Pursuant to Fed. R. Civ. P. 55(b)(2), Interpleader Plaintiff, Defendant and Third-Party Plaintiff Iron Mountain Information Management, Inc. (“Iron Mountain”), by its attorneys, Sullivan & Worcester LLP, hereby applies to the Court for a judgment by default against Defendant and Third-Party Defendant L&L Temporaries, Inc. (“L&L”)

and Third-Party Defendant Susan Yerdon (“Yerdon” and, together with L&L, the “Third-Party Defendants”) in the principal amount of \$85,000, which amount Iron Mountain requests be trebled pursuant to Mass. Gen. Laws c. 93A, § 11, on account of L&L’s and Yerdon’s willful and knowing unfair and deceptive acts and practices in the conduct of trade or commerce in violation of Mass. Gen. Laws c. 93A, §§ 2, 11, plus attorneys’ fees in the amount of \$86,032.50 and pre-judgment interest. Iron Mountain moves for judgment pursuant to the default entered against L&L and Yerdon by this Court in this consolidated action on April 5, 2006. In support of this application, Iron Mountain has filed, contemporaneously herewith, a memorandum of law and the Affidavit of Samuel A. Miller (the “Miller Aff.”), which, among other things, provides as follows.

1. The Court defaulted L&L and Yerdon on April 5, 2006. See Miller Aff., ¶ 21.
2. Neither L&L nor Yerdon are infants or incompetent persons. See Miller Aff., ¶ 19.
3. L&L and Yerdon are not in the military service of the United States or its Allies, as defined in the Soldiers’ and Sailors’ Civil Relief Act of 1940, as amended. See Miller Aff., ¶ 20.

WHEREFORE, Iron Mountain respectfully requests that the Court enter a judgment by default against L&L and Yerdon in the form attached hereto as **Exhibit A**.

**IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.**

By its attorneys,

May 5, 2006

/s/ Samuel A. Miller
Larry L. Varn (BBO #508130)
lvarn@sandw.com
Samual A. Miller (BBO #648568)
smiller@sandw.com
SULLIVAN & WORCESTER LLP
One Post Office Square
Boston, MA 02109
(617) 338-2800

Certificate of Service

I hereby certify that a true copy of this **Application for Judgment on Default** and the attached **Exhibit A** were served upon the following persons by the method indicated on May 5, 2006.

Kenneth R. Reisman, Esq.
997 Chestnut Street
Newton Upper Falls, Massachusetts 02464

Attorney for L&L Temporaries and Susan Yerdon
(by FedEx)

Susan Yerdon
1 Riverview Boulevard, #4-203
Methuen, Massachusetts 01844
(by FedEx)

L&L Temporaries
101 Tremont Street
Boston, Massachusetts 02108
(by Hand)

/s/ Samuel A. Miller

EXHIBIT A

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.,

Plaintiff,

v.

L&L TEMPORARIES, INC., ET AL.,

Defendants.

CIVIL ACTION NO. 05-10979-DPW

FLEXIBLE FUNDING, LLC,

Plaintiff,

v.

IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.,

Defendant and Third-Party
Plaintiff,

v.

L&L TEMPORARIES, INC. and
SUSAN YERDON,

Third-Party Defendants.

CIVIL ACTION No. 05-12071-DPW

DEFAULT JUDGMENT

Defendant and Third-Party Defendant L&L Temporaries, Inc. and Third-Party Defendant Susan Yerdon having failed to plead or otherwise defend against either of the First Amended Complaint for Interpleader, Declaratory Judgment, and Injunctive and Compensatory Relief or

the Third-Party Complaint Against Susan Yerdon and L&L Temporaries, Inc. in this consolidated action and their default having been entered:

NOW, upon the application of Interpleader Plaintiff, Defendant, and Third-Party Plaintiff Iron Mountain Information Management, Inc. and upon review of the supporting memorandum of law and affidavit demonstrating that the Third-Party Defendants owe the Third-Party Plaintiff the sum of \$85,000 and that this sum should be tripled under Mass. Gen. Laws c. 93A, § 11; that the Third-Party Defendants are not infants or incompetent persons or in the military service of the United States; and that the Third-Party Plaintiff has incurred attorneys' fees in the sum of \$86,032.50, it is hereby:

ORDERED, ADJUDGED AND DECREED that the Third-Party Plaintiff recover from Defendant and Third-Party Defendant L&L Temporaries, Inc. and Third-Party Defendant Susan Yerdon the sum of \$341,032.50, with interest as provided by law.

Dated at Boston, Massachusetts, and entered upon the docket this ____ day of _____, 2006.

By the Court,
